

**SERIAL 05176 C TELESCOPIC BOOM LIFT, SELF-PROPELLED, AERIAL PLATFORM TYPE  
(NIGP 76503)**

**DATE OF LAST REVISION: November 03, 2005 CONTRACT END DATE: November 30, 2006**

**CONTRACT PERIOD THROUGH NOVEMBER 30, 2006**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TELESCOPIC BOOM LIFT, SELF-PROPELLED, AERIAL PLATFORM TYPE  
(NIGP 76503)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 10, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/ks  
Attach

Copy to: Clerk of the Board  
Les Glover, Equipment Services  
Jim Hutchinson, Equipment Services  
Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **TELESCOPIC BOOM LIFT, SELF-PROPELLED, AERIAL PLATFORM TYPE (NIGP CODE 76503)**

1.0 **INTENT:**

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is One (1) or more, **TELESCOPIC BOOM LIFT, SELF-PROPELLED, AERIAL PLATFORM TYPE**. Equipment shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM:**

2.1 **TELESCOPIC BOOM LIFT:**

- 2.1.1 **Make / Model** – JLG 600S or equal, self-propelled with two-wheel drive and steer.
- 2.1.2 **Platform Height** – Min. 60’
- 2.1.3 **Horizontal Outreach** – Min. 49’
- 2.1.4 **Lift Capacity** – Min. 500 lb. unrestricted, no exceptions.
- 2.1.5 **Gradeability** – Min. 30%
- 2.1.6 **Ground Clearance** – Min. 12”
- 2.1.7 **Overall Width** – Max. 8’
- 2.1.8 **Operating Weight** – 25,000 to 26,500 lb.
- 2.1.9 **Fuel Capacity:**
  - 2.1.9.1 **Gasoline** – Min. 33 gallon
  - 2.1.9.2 **LPG** – Min. 33 gallon
- 2.1.10 **Platform Size** – Min. 30” x 72”, self-leveling design with swing gate and fully proportional platform controls with ramp up/down feature.
- 2.1.11 **Platform Rotation** – Hydraulic power, Min. 160°
- 2.1.12 **Turntable** – 360° swing in either direction.
- 2.1.13 **Turning Radius (outside)** – Max. 22’ 6”
- 2.1.14 **Travel Speed** – 4 to 5 mph
- 2.1.15 **Engine** – Dual fuel Gasoline / LPG, FORD, LRG 425 EFI Engine or equal, with a minimum of 82 HP. Shall be equipped with auto fault shut-down, anti-restart protection and heavy-duty air filtration system designed for Arizona’s dry dusty conditions.
- 2.1.16 **Drive System** – Hydrostatic with positive traction drive.
- 2.1.17 **Tires** – Rough terrain air tires, foam filled, (15 x 19.5), approximate.

- 2.1.18 **Auxiliary Electrical Power** - 12 volt DC
- 2.1.19 **AC Generator** – Min. capacity 2500 watts 120 volts. Electric wiring shall be run to the platform and a minimum of two (2) heavy-duty weather resistant duplex outlets shall be installed at the platform in a convenient easy access location.
- 2.1.20 **Hour Meter** – Heavy-duty electric design
- 2.1.21 **Safety Items** – Horn, Tilt Alarm, and Platform Rail Pinch Guard. Complete unit including options shall meet all AZ. State and Federal and OSHA regulations, no exceptions.
- 2.1.22 **Lights** – Work lights shall be installed on the platform, positioned in such a way as to provide maximum lighting for the operator. Driving lights shall also be installed, positioned to provide maximum visibility.
- 2.1.23 **Operating Capability** – Complete unit shall be capable of operating continuously at full capacity in Phoenix AZ. with extreme ambient temperatures without overheating any of the systems.

2.2 **GENERAL INFORMATION:**

Unit (s) shall be completely serviced, tested and ready for full operation when delivered. **Complete inspection shall be made prior to delivery to ensure compliance with specifications.** Vendor shall provide a written statement with all warranties listed that will be provided. Vendor shall supply a minimum of three (3) operators manuals, one (1) comprehensive parts manual to include any and all components installed on the Boom Lift (book form or CD), three (3) maintenance/ repair/ overhaul / drive-ability / electrical / emissions / wiring vacuum diagrams (book form or CD). Manual shall be delivered with the equipment.

2.3 **TRAINING:**

The successful Contractor shall provide eight (8) hours to completely train County personnel in the use and care of the equipment.

2.4 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within 180 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.5 **SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Name and address of the Contractor;
- 2.5.2 Name and address of the County Agency;
- 2.5.3 County purchase order number;
- 2.5.4 A description of equipment shipped, including item number, quantity, number of containers and package number, if applicable.

2.6 WARRANTY:

The minimum warranty period shall be Twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by Equipment Services.

2.7 EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment

2.8 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.9 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.10 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.11 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.12 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

2.13 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

2.13.1 Documentation from the manufacturer that the product or model has been discontinued.

2.13.2 Documentation that names the replacement product or model.

2.13.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.

2.13.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

- 2.13.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from

**CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.5.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

- 3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677  
(jim.hutchinson@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON OCTOBER 24, 2005 AT 10:00 A.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85009,**

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide one (1) original (labeled) and one (1) extra hard copy.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.10 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

3.10.1 One (1) original and one (1) copy of all submissions is MANDATORY

- 3.10.2 Pricing pages, MANDATORY (Attachment A)
- 3.10.3 Agreement page, MANDATORY (Attachment B)
- 3.10.4 References, MANDATORY (Attachment C)
- 3.10.5 Copies of Catalogs/Pricing Documents, MANDATORY
- 3.10.6 Literature, Technical and Descriptive, MANDATORY

**NES RENTALS, 8770 W BRYN MAWR AVE 4<sup>TH</sup> FL, CHICAGO, IL 60631**

**PRICING SHEET C381502/B0600805/NIGP 76503**

**1.0 PRICING:**

- 1.1 One (1) or more, TELESCOPIC BOOM LIFT,  
AERIAL PLATFORM, SELF-PROPELLED \$ 76,826.00  
in accordance with attached specifications:
- 1.2 Manufacturer of Equipment: Genie
- 1.3 Manufacturer Model Number S60-Dual Fuel
- 1.4 Delivery (days ARO): 8 weeks
- 1.5 Warranty: 3 – 1 (See Attached Spec)
- 1.6 Cutoff date for ordering any equipment offered on this contract (to include options) shall be specified: 12/30/06
- 1.7 In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the length of the contract at manufacturer's 5 %, Date of catalog: 01/01/05 , and labor rate \$ 75.00/hr.

**2.0 OPTIONS: WILL BE USED AS PART OF BID AWARD PROCESS.**

UNIT PRICE FOR ONE

- 2.1 Four Wheel Drive System - \$ 6,938.00
- 2.2 All Wheel Steering - \$ 1,816.00
- 2.3 Diesel Engine - Min. 60 HP \* 51 HP
- 2.3.1 With exhaust scrubber. \$ 4,224.00
- 2.3.2 Without exhaust scrubber. \$ 2,466.00
- 2.4 Auxiliary Generator - 3500 to 7500 watts \$ 2,677.00 3500 watt, 110 volt
- Additional Option:
- \* 750 lb Capacity \$ 4,250.00

Terms: Net 30

Vendor Number: W000004341 X

Telephone Number: 773-484-8190

Fax Number: 773-442-0453

Contact Person: Laura Black

E-mail Address: [lblack@nesrentals.com](mailto:lblack@nesrentals.com)

Company Web Site: [www.nesrentals.com](http://www.nesrentals.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **November 30, 2006.**